

EXHIBIT 2

**[DECLARATION OF DAVID KWASNIEWSKI IN SUPPORT
OF PLAINTIFF'S MOTION FOR SANCTIONS]**

EXHIBIT 2

DICKINSON WRIGHT PLLC

JUSTIN J. BUSTOS

Nevada Bar No. 10320

BROOKS T. WESTERGARD

Nevada Bar No. 14300

100 W. Liberty St., Ste. 940

Reno, NV 89501

(775) 343-7500

(844) 670-6009

Email: jbustos@dickinson-wright.com

Email: bwestergard@dickinson-wright.com

(Additional counsel listed on signature page)

Attorneys for Defendant Nature's Bakery, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TURKIYE IHRACAT KREDI BANKASI,
A.S.,

Plaintiff,

vs.

NATURE'S BAKERY, LLC F/K/A BELLA
FOUR BAKERY, INC.,

Defendant.

NATURE'S BAKERY, LLC,

Third-Party Plaintiff,

vs.

INTRANSIA, LLC,

Third-Party
Defendants.

INTRANSIA, LLC,

Counterclaimant,

Case No. 3:20-cv-00330-LRH-CLB

**DECLARATION OF DAVID
KWASNIEWSKI IN SUPPORT OF
NATURE'S BAKERY'S MOTION FOR
SANCTIONS**

1 vs.

2 NATURE'S BAKERY, LLC F/K/A BELLA
3 FOUR BAKERY, INC.,

4 Counterdefendant.
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1 I, David Kwasniewski, declare:

2 1. I am a lawyer licensed to practice in the State of California and have been
3 admitted *pro hac vice* to practice before this Court. I am counsel of record for Nature's Bakery,
4 LLC f/k/a Bella Four Bakery, Inc., defendant and third-party plaintiff in this action. I make this
5 Declaration based on personal knowledge. If called as a witness, I could and would testify
6 competently to the facts stated herein.

7 2. On April 9, 2021, I emailed Gabriel Bluestone, counsel of record for plaintiff
8 Turk Eximbank, and requested that Turk Eximbank agree to a date between April 26 and 30 for a
9 deposition. Turk Eximbank did not respond. On April 21, I again emailed Mr. Bluestone to
10 request a deposition date and noted that I had already repeatedly asked for dates. Turk
11 Eximbank again did not respond. Attached hereto as Exhibit A is a true and correct copy of my
12 correspondence with Mr. Bluestone.

13 3. On April 28, 2021, Nature's Bakery noticed the 30(b)(6) deposition of Turk
14 Eximbank and sought testimony on a number of topics, as shown in Attachment A to Defendant
15 Nature's Bakery, LLC's Notice of Rule 30(b)(6) Deposition of Turk Eximbank. Nature's Bakery
16 set the deposition for May 12, 2021. Attached hereto as Exhibit B is a true and correct copy of
17 the deposition notice.

18 4. On May 3, Turk Eximbank responded that it would not be able to attend a
19 deposition any day the week of May 12 due to the Ramadan holiday. Nature's Bakery responded
20 the following day, May 4, and requested a date during the week of May 17. Turk Eximbank did
21 not respond. Nature's Bakery followed up on May 12, again requesting a date and noting that
22 discovery was about to close. Turk Eximbank responded by claiming that the period of time
23 between when it received the notice and the proposed deposition date was "exceedingly short,"
24 and that it was "unreasonable" to expect its representative(s) to appear after the discovery cutoff
25 date. *Id.* Turk Eximbank ultimately refused to produce a representative for its deposition.
26 Attached hereto as Exhibit C is a true and correct copy of my correspondence with Mr.
27 Bluestone.
28

1 5. BHB's attorneys almost exclusively hail from top law firms, including Quinn
2 Emanuel Urquhart & Sullivan, LLP, Morrison & Foerster LLP, Kecker, Van Nest & Peters LLP,
3 Steptoe & Johnson, LLP, Akin Gump Strauss Hauer & Feld LLP, Gunderson Dettmer Stough
4 Villeneuve Franklin & Hachigian, LLP, Latham & Watkins, LLP, Covington & Burling LLP,
5 Simpson Thacher & Bartlett LLP, Fenwick & West LLP, and Kirkland & Ellis LLP. Firms of
6 that caliber are regularly opposing counsel on BHB's cases. Based on my experience with the
7 Northern California legal market, rates regularly exceed \$1000+, and BHB's hourly rates for
8 partners, associates, and paralegals are significantly lower than those charged by comparably
9 experienced and talented lawyers in the Bay Area.

11 6. BHB's hourly rates, including my rate specifically, have been approved by the
12 Northern District of California. *See Optronix Techs., Inc v. Ningbo Sunny Elec. Co.*, No. 5:16-
13 CV-06370-EJD, Dkt. No. 629, 2020 WL 1667435, at *14 (N.D. Cal. Apr. 3, 2020) (approving
14 BHB's hourly rates, including mine); *Walker v. B&G Foods, Inc., et al.*, Case No. 16-15349, slip
15 op. at 306, Dkt. No. 26 (9th Cir. 2017) (finding BHB's rates to be reasonable); *Hill v. Robert's*
16 *American Gourmet Food, LLC*, No. 3:13-mc-80166-JST, Dkt. No. 17, slip op. at 1-2 (N.D. Cal.
17 Oct. 11, 2013) (granting BHB's motion for fees at an hourly rate of \$695 in 2013).

19 7. Andrew Levine is a partner at BHB with over a decade of experience in complex
20 commercial litigation. He is a graduate of Berkeley Law School who clerked for the Honorable
21 Edward R. Korman in the United States District Court for the Eastern District of New York, and
22 previously worked at the law firms Heller Ehrman LLP and Kecker & Van Nest LLP. His hourly
23 rate is \$725. He spent an efficient 1.5 hours revising the motion for sanction.

25 8. I am an associate at BHB who has nine years of commercial litigation experience.
26 I am a graduate of Cornell Law School, who clerked for the Honorable Curtis V. Gomez, Chief
27
28

1 Judge of the District Court of the United States Virgin Islands. In private practice, I have first-
2 chaired federal and state jury trials. My hourly rate is \$675. I spent an efficient 2.5 hours drafting
3 this declaration and revising the motion for sanctions.

4 9. Andrea Hasegawa is an attorney at BHB with two decades of experience in
5 complex commercial litigation. She is a graduate of the University of Chicago Law School and
6 previously worked for the law firms Morrison & Foerster LLP and Sheppard Mullin LLP. Her
7 hourly rate is \$575. She spent an efficient 18 hours drafting the motion for sanctions.
8

9 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing
10 is true and correct.
11

12 Dated: July 20, 2021

By: /s/ David Kwasniewski
David Kwasniewski

EXHIBIT A

**4-9-2021 Email from David
Kwasniewski to Gabriel
Bluestone**

EXHIBIT A

Cameron Baker

From: David Kwasniewski
Sent: Friday, April 9, 2021 1:12 PM
To: Gabriel T. Bluestone
Cc: M. Zachary Bluestone
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi Gabe,

We're looking into this and will get back to you. In the meantime, can you let me know if any date from April 26-30 works for a deposition of your client?

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Wednesday, April 7, 2021 8:13 AM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi David,

Any word back from your client so we can lock in this deposition date?

Thanks,
Gabe



Gabriel Bluestone
SHAREHOLDER, BLUESTONE, P.C
O: +1 202.655.2250 **M:** +1 202.329.1361 **E:** gtb@bluestonelaw.com
bluestonelaw.com

From: Gabriel T. Bluestone
Sent: Tuesday, March 30, 2021 1:48 PM
To: 'David Kwasniewski' <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David,

For our deposition, please let me know if April 27th or 28th works with you and your client.

Best,
Gabe

Gabriel Bluestone
SHAREHOLDER, BLUESTONE, P.C



O: +1 202.655.2250 M: +1 202.329.1361 E: gtb@bluestonelaw.com
bluestonelaw.com

From: Gabriel T. Bluestone
Sent: Tuesday, March 30, 2021 11:56 AM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David, here's a call in number:

267-930-4000
Code 137 438 771

From: David Kwasniewski <Kwasniewski@braunhagey.com>
Sent: Monday, March 29, 2021 6:18 PM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Sure, I can talk then.

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Monday, March 29, 2021 1:29 PM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Thanks David. Does 9 am PT/noon tomorrow work for you?

From: David Kwasniewski <Kwasniewski@braunhagey.com>
Sent: Monday, March 29, 2021 12:26 PM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi Gabe, good news! My afternoon today is pretty fully booked at this point. I could talk late tonight at 4 Pacific or anytime tomorrow before 11:30 PT.

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Monday, March 29, 2021 7:01 AM

To: David Kwasniewski <Kwasniewski@braunhagey.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi David,

My apologies here, but my fiancée was given a vaccine appointment at 12:30 today and I need to drive her to the clinic. Can we move the call to 3 or 4 pm ET (noon/1 PT) today?

Thanks,
Gabe

From: David Kwasniewski <Kwasniewski@braunhagey.com>

Sent: Thursday, March 25, 2021 4:25 PM

To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Gabe, noon on Monday works.

David Kwasniewski

BRAUNHAGEY & BORDEN LLP

Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>

Sent: Thursday, March 25, 2021 12:38 PM

To: David Kwasniewski <Kwasniewski@braunhagey.com>; Justin J. Bustos <JBustos@dickinson-wright.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Tomorrow afternoon doesn't work on our end, does noon ET/9 am PT or 3 pm ET/noon PT on Monday work for you?

From: David Kwasniewski <Kwasniewski@braunhagey.com>

Sent: Thursday, March 25, 2021 12:35 PM

To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi Gabe, thanks for filing the stipulation. As I mentioned below, I'm not available at the time we originally agreed to for the meet and confer. Could we reschedule to this Friday?

David Kwasniewski

BRAUNHAGEY & BORDEN LLP

Direct: (415) 963-4460

From: David Kwasniewski

Sent: Tuesday, March 23, 2021 7:44 AM

To: 'Gabriel T. Bluestone' <gtb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi Gabe, I'm not sure I understand what you're trying to say below, but it is my hope to avoid motion practice through the meet and confer process, which is why we have agreed to withdraw the notice of discovery dispute. In any event, the stipulation seems fine to me.

However, I do have a conflict at our scheduled meet and confer time on Thursday – apologies for the calendar mix-up. Could we reschedule to the same time on Friday?

David Kwasniewski

BRAUNHAGEY & BORDEN LLP

Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>

Sent: Tuesday, March 23, 2021 7:22 AM

To: David Kwasniewski <Kwasniewski@braunhagey.com>; Justin J. Bustos <JBustos@dickinson-wright.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David,

See the attached draft joint notice of withdrawal which we will get on file today. To the extent your statement below was intended to mean that the parties would submit briefing and then decide whether to withdraw the notices after Thursday's call, such was not our agreement. I consented to simultaneously scheduling the meet/confer and withdrawing the notices, without prejudice. Your email from Friday which I was assenting to calls for the withdrawal prior to the meet/confer: "if Plaintiff is interested in resolving all discovery issues in good faith and will commit to engaging in a genuine meet and confer about the next steps in discovery, we would be willing to agree to a mutual withdrawal of the notices." Further, with Judge Youchah seemingly viewing the Notices as full motions, we would both presumably be better off having the opportunity to submit full motions after withdrawing the current notices in the event we can't resolve our issues.

Please confirm your consent for us to file the attached or let us know of any proposed changes.

Best,

Gabe

From: David Kwasniewski <Kwasniewski@braunhagey.com>

Sent: Monday, March 22, 2021 6:38 PM

To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Gabe, agreed regarding this motion.

We also agree to withdraw the notices, without prejudice, pending our meet and confer to resolve the remaining discovery disputes between the parties this Thursday at 12:30 PT.

David Kwasniewski

BRAUNHAGEY & BORDEN LLP

Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>

Sent: Monday, March 22, 2021 1:27 PM

To: Justin J. Bustos <JBustos@dickinson-wright.com>; David Kwasniewski <Kwasniewski@braunhagey.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David,

In follow up to our call a short while ago, I've edited the joint extension request from 90 days to 30 days. Please confirm Nature's Bakery's approval so I can get this on file today.

Also, to confirm what we was agreed on our call: we'll meet/confer on Thursday and agreed to mutually withdraw the pending discovery dispute notices.

Best,

Gabe

From: Justin J. Bustos <JBustos@dickinson-wright.com>

Sent: Tuesday, March 16, 2021 8:21 PM

To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; David Kwasniewski <Kwasniewski@braunhagey.com>; Patrick O'Rourke <patrick@hlawnv.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

All,

Our minor edits are attached in redline.

Best regards,

Justin

Justin J. Bustos Member

100 West Liberty Street
Suite 940
Reno NV 89501-1991

Phone 775-343-7503

Fax 844-670-6009

Email JBustos@dickinsonwright.com



DICKINSON WRIGHT PLLC

ARIZONA CALIFORNIA FLORIDA ILLINOIS KENTUCKY MICHIGAN NEVADA
OHIO TENNESSEE TEXAS WASHINGTON D.C. TORONTO

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>

Sent: Monday, March 15, 2021 3:49 PM

To: David Kwasniewski <Kwasniewski@braunhagey.com>; Patrick O'Rourke <patrick@hlawnv.com>; Justin J. Bustos <JBustos@dickinson-wright.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: EXTERNAL: Turk Eximbank v. Nature's Bakery

Good afternoon,

I've attached a draft joint stipulation and motion to extend the current discovery end date by 90 days (I have a trial temporarily scheduled 60 days out). This request should adequately cover each party in light of Intransia's production extension need, the pending discovery dispute notices, and the outstanding depositions. I did not receive a response from Patrick concerning the extension request email I sent him, but assume that his production extension request intended a continuation of the current discovery cut off date.

I would like to have this filed midday Wednesday, so please circulate any comments in advance.

Best,
Gabe

Gabriel T. Bluestone
Bluestone Law, Ltd.
+1 202.655.2250
+1 202.329.1361 (m)

The information contained in this e-mail, including any attachments, is confidential, intended only for the named recipient(s), and may be legally privileged. If you are not the intended recipient, please delete the e-mail and any attachments, destroy any printouts that you may have made and notify us immediately by return e-mail.

Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Thank you.

Cameron Baker

From: David Kwasniewski
Sent: Thursday, April 22, 2021 8:26 AM
To: Gabriel T. Bluestone
Cc: M. Zachary Bluestone; Justin J. Bustos
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Gabe,

As I said below, we think the easiest solution to deposing your client is to simply have them travel to Reno, as they are obligated to do under the rules. Happy to discuss protocols, etc. to make sure everyone is comfortable. We'll send over a deposition notice to this effect later today. We will notice it for May 10, but are also available May 11 and 12.

As far as Mr. Marshall's availability, he is the Chief Financial Officer of a large company. He has a variety of commitments that make it impossible for him to appear next week. And we certainly don't agree that we have any obligation to attend a deposition on a date you unilaterally noticed when we had not confirmed our witness was available.

I note that you haven't provided any explanation for your unavailability May 3-5. Nonetheless, to accommodate your schedule, Mr. Marshall is also available on May 7, from 9 a.m. to 5 p.m. Pacific time.

If you would still like to meet and confer, I am available tomorrow at 3 pm.

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Thursday, April 22, 2021 6:59 AM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

*** EXTERNAL MESSAGE ***

David,

This is the first I've heard from you as to dates since offering April 27/28 on March 30th and duly amending the notice on April 12th. Please advise as to why April 27th does not work. Provided there is a legitimate reason for your client's unavailability that day, please advise of availability between 4/28 and 5/7 (I'm unavailable 5/3-5/5). To be clear, unless we agree to move the date or an order is entered to that effect, your client is obligated to appear on the 27th. Moreover, you are incorrect in suggesting there is an obligation for counsel to agree on a date prior to notice. Also, this is not a "fake emergency", we have less than three weeks remaining in discovery and this deposition is not the only outstanding issue.

I'm available to speak today, during the times noted (excluding 1-2 pm PT), and as required by Rule 30(b)(6). Please confirm your availability. Concerning your deposition comments, please see my prior queries/comments which have yet to be addressed.

Best,
Gabe



Gabriel Bluestone

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bluestonelaw.com

From: David Kwasniewski <Kwasniewski@braunhagey.com>
Sent: Wednesday, April 21, 2021 6:32 PM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Gabe,

As I have repeatedly assured you, we have been looking into my client's availability for a deposition. You unilaterally noticed a date next week and are now creating a fake emergency which is both unnecessary and inappropriate.

In any event, I have confirmed that Joe Marshall will be Nature's Bakery's Rule 30(b)(6) representative and he is available for deposition on May 5, 2021, from 9 a.m. to 5 p.m. Pacific Time. Please let us know if that date works for you.

Both Justin and I have been taking virtual depositions for a while now and we don't think the stipulation you sent over is necessary. Please let us know if you feel differently.

Lastly, I have repeatedly asked you for dates on which Plaintiff is available for a deposition. As Plaintiff, TurkEximbank would ordinarily be expected to make its employees available for deposition in the district where the action was filed. We've been transitioning to more live court hearings/depositions lately, and think this may be the easiest solution here. But If Plaintiff is not willing to do this, please confirm that you will make suitable arrangements for Plaintiff's deposition to take place remotely, and let us know the dates on which that can occur so we can send you an appropriate notice.

Best,

David Kwasniewski

BRAUNHAGEY & BORDEN LLP

Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Wednesday, April 21, 2021 3:22 PM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

*** EXTERNAL MESSAGE ***

David,

I've just left a voicemail for you. It's now been nearly two weeks since you told me you were "looking into" our proposed deposition dates. After not hearing from you following that update on April 9th, we selected next Tuesday for the

30(b)(6) deposition and amended the notice. As nearly ten days have passed since the amended notice was served, and we have still have not received a response from you, we interpret your silence as a refusal to participate in discovery. Given the state of affairs with the pandemic and related restrictions, and my efforts to schedule this in a convenient and safe manner, your lack of responsiveness—again, we have not heard from you since April 9—and the corresponding need for remote a deposition requires us to compel your client's compliance to appear for a remote deposition next week. Please confirm your availability to hold a meet and confer tomorrow, I can make myself available at any time between 9 am-3 pm PT.

To be frank, we've been trying to work with you and be accommodating and I hope there is a legitimate explanation for your silence, thus I look forward to conferring tomorrow and possibly resolving this without the need for court intervention.

Best,
Gabe



Gabriel Bluestone

SHAREHOLDER, BLUESTONE, P.C

O: +1 202.655.2250 M: +1 202.329.1361 E: gtb@bluestonelaw.com
bluestonelaw.com

From: Gabriel T. Bluestone
Sent: Wednesday, April 21, 2021 12:02 PM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hello David,

Following up again here. Not having heard from you regarding next week's deposition, I've drafted a stipulation to cover some of the remote deposition basics. Let me know if you'd like to discuss or have any questions, I'm mostly around today and tomorrow.

Best,
Gabe



Gabriel Bluestone

SHAREHOLDER, BLUESTONE, P.C

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bluestonelaw.com

From: Gabriel T. Bluestone
Sent: Monday, April 19, 2021 2:50 PM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David,

I would like to discuss a few items in advance of next week's deposition of your client's representative. I'm available to 2:30 today and noon tomorrow (both PT), please let me know which time works best for you.

Thanks,

Gabe



Gabriel Bluestone
SHAREHOLDER, BLUESTONE, P.C
O: +1 202.655.2250 **M:** +1 202.329.1361 **E:** gtb@bluestonelaw.com
bluestonelaw.com

From: Gabriel T. Bluestone
Sent: Monday, April 12, 2021 9:02 PM
To: 'David Kwasniewski' <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hello David,

In follow up to our most recent call, I've attached a document listing a breakdown of the Nature's Bakery balance, with specific dates and amounts for the 2016 payments and the standstill payments.

Concerning depositions, as nearly two weeks have passed since I offered dates for your client and have not heard back whether there are conflicts with your client, and I cannot prejudice my client's rights, please see the amended notice attached. As for your deposition, in a previous conversation you had said in response to my question about cross-border depositions that you were going to send over support for taking a remote deposition with a foreign witness. This has not come up in the past year for me, but in my experience with apostille obligations and the Hague Convention, it may not be as straightforward as it is with domestic parties.

Best,
Gabe



Gabriel Bluestone
SHAREHOLDER, BLUESTONE, P.C
O: +1 202.655.2250 **M:** +1 202.329.1361 **E:** gtb@bluestonelaw.com
bluestonelaw.com

From: David Kwasniewski <Kwasniewski@braunhagey.com>
Sent: Friday, April 9, 2021 4:12 PM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi Gabe,

We're looking into this and will get back to you. In the meantime, can you let me know if any date from April 26-30 works for a deposition of your client?

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Wednesday, April 7, 2021 8:13 AM

To: David Kwasniewski <Kwasniewski@braunhagey.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi David,

Any word back from your client so we can lock in this deposition date?

Thanks,
Gabe



Gabriel Bluestone

SHAREHOLDER, BLUESTONE, P.C

O: +1 202.655.2250 **M:** +1 202.329.1361 **E:** gtb@bluestonelaw.com
bluestonelaw.com

From: Gabriel T. Bluestone

Sent: Tuesday, March 30, 2021 1:48 PM

To: 'David Kwasniewski' <Kwasniewski@braunhagey.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David,

For our deposition, please let me know if April 27th or 28th works with you and your client.

Best,
Gabe



Gabriel Bluestone

SHAREHOLDER, BLUESTONE, P.C

O: +1 202.655.2250 **M:** +1 202.329.1361 **E:** gtb@bluestonelaw.com
bluestonelaw.com

From: Gabriel T. Bluestone

Sent: Tuesday, March 30, 2021 11:56 AM

To: David Kwasniewski <Kwasniewski@braunhagey.com>

Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David, here's a call in number:

267-930-4000
Code 137 438 771

From: David Kwasniewski <Kwasniewski@braunhagey.com>

Sent: Monday, March 29, 2021 6:18 PM

To: Gabriel T. Bluestone <gtb@bluestonelaw.com>

Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Sure, I can talk then.

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Monday, March 29, 2021 1:29 PM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Thanks David. Does 9 am PT/noon tomorrow work for you?

From: David Kwasniewski <Kwasniewski@braunhagey.com>
Sent: Monday, March 29, 2021 12:26 PM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi Gabe, good news! My afternoon today is pretty fully booked at this point. I could talk late tonight at 4 Pacific or anytime tomorrow before 11:30 PT.

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Monday, March 29, 2021 7:01 AM
To: David Kwasniewski <Kwasniewski@braunhagey.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi David,

My apologies here, but my fiancée was given a vaccine appointment at 12:30 today and I need to drive her to the clinic. Can we move the call to 3 or 4 pm ET (noon/1 PT) today?

Thanks,
Gabe

From: David Kwasniewski <Kwasniewski@braunhagey.com>
Sent: Thursday, March 25, 2021 4:25 PM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Gabe, noon on Monday works.

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Thursday, March 25, 2021 12:38 PM
To: David Kwasniewski <Kwasniewski@braunhagey.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Tomorrow afternoon doesn't work on our end, does noon ET/9 am PT or 3 pm ET/noon PT on Monday work for you?

From: David Kwasniewski <Kwasniewski@braunhagey.com>
Sent: Thursday, March 25, 2021 12:35 PM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi Gabe, thanks for filing the stipulation. As I mentioned below, I'm not available at the time we originally agreed to for the meet and confer. Could we reschedule to this Friday?

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: David Kwasniewski
Sent: Tuesday, March 23, 2021 7:44 AM
To: 'Gabriel T. Bluestone' <gtb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Hi Gabe, I'm not sure I understand what you're trying to say below, but it is my hope to avoid motion practice through the meet and confer process, which is why we have agreed to withdraw the notice of discovery dispute. In any event, the stipulation seems fine to me.

However, I do have a conflict at our scheduled meet and confer time on Thursday – apologies for the calendar mix-up. Could we reschedule to the same time on Friday?

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Tuesday, March 23, 2021 7:22 AM
To: David Kwasniewski <Kwasniewski@braunhagey.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David,

See the attached draft joint notice of withdrawal which we will get on file today. To the extent your statement below was intended to mean that the parties would submit briefing and then decide whether to withdraw the notices after

Thursday's call, such was not our agreement. I consented to simultaneously scheduling the meet/confer and withdrawing the notices, without prejudice. Your email from Friday which I was assenting to calls for the withdrawal prior to the meet/confer: "if Plaintiff is interested in resolving all discovery issues in good faith and will commit to engaging in a genuine meet and confer about the next steps in discovery, we would be willing to agree to a mutual withdrawal of the notices." Further, with Judge Youchah seemingly viewing the Notices as full motions, we would both presumably be better off having the opportunity to submit full motions after withdrawing the current notices in the event we can't resolve our issues.

Please confirm your consent for us to file the attached or let us know of any proposed changes.

Best,
Gabe

From: David Kwasniewski <Kwasniewski@braunhagey.com>
Sent: Monday, March 22, 2021 6:38 PM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

Gabe, agreed regarding this motion.

We also agree to withdraw the notices, without prejudice, pending our meet and confer to resolve the remaining discovery disputes between the parties this Thursday at 12:30 PT.

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Monday, March 22, 2021 1:27 PM
To: Justin J. Bustos <JBustos@dickinson-wright.com>; David Kwasniewski <Kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery

David,

In follow up to our call a short while ago, I've edited the joint extension request from 90 days to 30 days. Please confirm Nature's Bakery's approval so I can get this on file today.

Also, to confirm what we was agreed on our call: we'll meet/confer on Thursday and agreed to mutually withdraw the pending discovery dispute notices.

Best,
Gabe

From: Justin J. Bustos <JBustos@dickinson-wright.com>
Sent: Tuesday, March 16, 2021 8:21 PM

To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; David Kwasniewski <Kwasniewski@braunhagey.com>; Patrick O'Rourke <patrick@hlawnv.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: EXTERNAL: Turk Eximbank v. Nature's Bakery



All,

Our minor edits are attached in redline.

Best regards,

Justin

Justin J. Bustos Member

100 West Liberty Street Phone 775-343-7503
Suite 940 Fax 844-670-6009
Reno NV 89501-1991 Email JBustos@dickinsonwright.com
 

DICKINSON WRIGHT PLLC

ARIZONA CALIFORNIA FLORIDA ILLINOIS KENTUCKY MICHIGAN NEVADA
OHIO TENNESSEE TEXAS WASHINGTON D.C. TORONTO

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Monday, March 15, 2021 3:49 PM
To: David Kwasniewski <Kwasniewski@braunhagey.com>; Patrick O'Rourke <patrick@hlawnv.com>; Justin J. Bustos <JBustos@dickinson-wright.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: EXTERNAL: Turk Eximbank v. Nature's Bakery

Good afternoon,

I've attached a draft joint stipulation and motion to extend the current discovery end date by 90 days (I have a trial temporarily scheduled 60 days out). This request should adequately cover each party in light of Intransia's production extension need, the pending discovery dispute notices, and the outstanding depositions. I did not receive a response from Patrick concerning the extension request email I sent him, but assume that his production extension request intended a continuation of the current discovery cut off date.

I would like to have this filed midday Wednesday, so please circulate any comments in advance.

Best,
Gabe

Gabriel T. Bluestone
Bluestone Law, Ltd.
+1 202.655.2250
+1 202.329.1361 (m)

The information contained in this e-mail, including any attachments, is confidential, intended only for the named recipient(s), and may be legally privileged. If you are not the intended recipient, please delete the e-mail and any attachments, destroy any printouts that you may have made and notify us immediately by return e-mail.

Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Thank you.

EXHIBIT B

Nature's Bakery Notice of Rule 30(b)(6) Deposition of Plaintiff Turk Eximbank

EXHIBIT B

DICKINSON WRIGHT PLLC

JUSTIN J. BUSTOS

Nevada Bar No. 10320

BROOKS T. WESTERGARD

Nevada Bar No. 14300

100 W. Liberty St., Ste. 940

Reno, NV 89501

(775) 343-7500

(844) 670-6009

Email: jbustos@dickinson-wright.com

Email: bwestergard@dickinson-wright.com

BRAUNHAGEY & BORDEN LLP

ANDREW LEVINE (PRO HAC VICE)

DAVID KWASNIEWSKI (PRO HAC VICE)

351 California Street, 10th Floor

San Francisco, CA 94104

Tel: (415) 599-0210

Email: levine@braunhagey.com

Email: kwasniewski@braunhagey.com

TEL: (415) 599-0210

Attorneys for Defendant Nature's Bakery, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

TURKIYE IHRACAT KREDI BANKASI,
A.S.,

Plaintiff,

vs.

NATURE'S BAKERY, LLC F/K/A BELLA
FOUR BAKERY, INC.,

Defendant.

Case No. 3:20-cv-00330-LRH-CLB

**DEFENDANT NATURE'S BAKERY,
LLC'S NOTICE OF RULE 30(b)(6)
DEPOSITION OF PLAINTIFF TURK
EXIMBANK**

Date: May 12, 2021

Time: 10:00 a.m. PDT

Place: Magna Legal Services
5470 Kietzke Lane Suite 300,
Reno, NV 89511

NATURE'S BAKERY, LLC,

Third-Party Plaintiff,

vs.

INTRANSIA, LLC,

1 Third-Party
2 Defendants.

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4 INTRANSIA, LLC,

5 Counterclaimant,

6 vs.

7 NATURE'S BAKERY, LLC F/K/A BELLA
8 FOUR BAKERY, INC.,

9 Counterdefendant.
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1 PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. 30(b)(6), Defendant Nature's
2 Bakery, LLC F/K/A Bella Four Bakery, Inc. ("Nature's Bakery") will take the deposition upon
3 oral examination of Plaintiff Turkiye Ihracat Kredi Bankasi, A.S. ("Turk Eximbank"), to be
4 recorded by stenographic means and videotape (including possible use of live transcription
5 software), at the offices of Magna Legal Services, located at 5470 Kietzke Lane Suite 300, Reno,
6 NV 89511.

7 Turk Eximbank is requested to designate the person or persons most knowledgeable and
8 prepared to testify on behalf of Turk Eximbank concerning the subject matter described on
9 **Attachment A** hereto. The deposition(s) will commence at 10:00 a.m. PDT on May 12, 2021, or
10 at another date and time mutually agreed-upon by the parties. If necessary, each deposition will
11 be adjourned until completed.

12
13 Dated: April 28, 2021

BRAUNHAGEY & BORDEN LLP

14
15 By: /s/ David H. Kwasniewski
David H. Kwasniewski

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17 *Attorneys for Defendant Nature's Bakery*
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ATTACHMENT A

DEFINITIONS

1. “Turk Eximbank” shall mean Plaintiff Turkiye Ihracat Kredi Bankasi, A.S.

2. “Nature’s Bakery” shall mean Defendant Nature’s Bakery, LLC F/K/A Bella Four Bakery, Inc.. and its officers, directors, employees, agents, partners, parents, subsidiaries, predecessors, successors, or affiliates.

3. “Complaint” shall mean the complaint filed in this action on June 4, 2020 in the United States District Court for the Northern District of California, captioned as *Turkiye Ihracat Kredi Bankasi, A.S., vs Nature's Bakery, LLC*, Case No. 3:20-cv-00330-LRH-EJY.

4. “Document” or “documents” is defined to be synonymous in meaning and equal in scope to the usage of the term “documents or electronically stored information” in Federal Rule of Civil Procedure 34(a)(1)(A), including but not limited to: all writings and recordings, including the originals and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (including but without limitation to, email and attachments, correspondence, memoranda, notes, diaries, minutes, statistics, letters, telegrams, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, receipts, returns, summaries, pamphlets, books, interoffice and intraoffice communications, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefax, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural representations of any kind (including without limitation, photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical or electric records or representations of any kind (including without limitation, computer files and programs, tapes, cassettes, discs, recordings), including metadata. A draft or non-identical copy is a separate document within the meaning of this term.

5. “Identify” is defined as following, depending on the context in which it is used.

1 a. When used with respect to facts, actions, or tangible items, “Identify” shall
2 mean to set forth in detail a description of those facts, actions, or tangible items,
3 including the dates, location, and any persons necessary to provide detailed information
4 concerning the relevant facts, actions, or tangible items.

5 b. When used with regard to documents, “identify all documents” shall mean
6 to state, to the extent known, the: (i) type of document; (ii) general subject matter; (iii)
7 date of the document; and (iv) author(s), addressee(s) and recipient(s). In the alternative,
8 the responding party may produce the documents, together with identifying information
9 sufficient to satisfy Federal Rule of Civil Procedure 33(d).

10 c. When referring to a natural person, “identify all persons” shall mean to
11 state, to the extent known, the person’s full name, present or last known address, and the
12 present or last known place of employment. Once a person has been identified in
13 accordance with this subparagraph, only the name of that person need be listed in
14 response to subsequent discovery requesting the identification of that person.

15 d. When referring to a person other than a natural person, “identify all
16 persons” shall mean to state: its name, the address of its principal place of business
17 (including zip code), its telephone number, and the name of its chief executive officer, as
18 well as, if it has a person other than a natural person that ultimately controls it, that other
19 person’s name, the address of that person’s principal place of business (including zip
20 code), that other person’s telephone number, and the name of that other person’s chief
21 executive officer.

22 6. The word “including” and “include” as used herein are illustrative and are in no
23 way a limitation on the information requested.

24 7. “Person” is defined as any natural person or any legal entity, including, without
25 limitation, any business or governmental entity or association.

26 8. The terms “regarding” and “concerning” mean pertaining to, referring to, relating
27 to, concerning, describing, mentioning, containing, evidencing, constituting, dealing with,
28

1 discussing, considering, analyzing, studying, reporting on, commenting on, setting forth,
2 supporting, recommending or otherwise concerning in any manner whatsoever the subject matter
3 of the inquiry.

4 9. “You” or “your” shall mean Plaintiff Turk Eximbank and its officers, directors,
5 employees, agents, partners, parents, subsidiaries, predecessors, successors, or affiliates.
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DEPOSITION SUBJECT MATTER

Pursuant to Rule 30(b)(6), the deponent must have knowledge and shall be able to competently testify concerning the following topics, subject to amendment with notice:

1. The allegations in the Complaint.
2. All agreements between You and Nature's Bakery.
3. All agreements between You and Elmas Dis Ticaret A.S., including but not limited to all assignments of any invoices regarding Nature's Bakery.
4. All communications between you and Elmas Dis Ticaret A.S. regarding Nature's Bakery.
5. The sales contract between Elmas Dis Ticaret A.S. and Nature's Bakery referenced in paragraph 9 of the Complaint.
6. Your knowledge of whether Nature's Bakery received any invoices from Elmas Dis Ticaret A.S.
7. Your knowledge of the financial condition of Elmas Dis Ticaret A.S. from 2015 to 2016, including but not limited to its bankruptcy or dissolution.
8. All invoices you contend are owed You by Nature's Bakery.
9. The bases and calculations supporting your claim that Nature's Bakery owes you money.
10. Your knowledge of Nature's Bakery's payment to Intransia, LLC.

Dated: April 28, 2021

BRAUNHAGEY & BORDEN LLP

By: /s/ David Kwasniewski
David H. Kwasniewski

Attorney for Nature's Bakery, LLC

EXHIBIT C

**5-12-2021 Email from David
Kwasniewski to Gabriel
Bluestone**

EXHIBIT C

Cameron Baker

From: David Kwasniewski
Sent: Wednesday, May 12, 2021 2:13 PM
To: Gabriel T. Bluestone
Cc: M. Zachary Bluestone
Subject: RE: Turk Eximbank v. Nature's Bakery (District of Nevada, 3:20-cv-00330-LRH-CLB)

Gabe, I'm following up on my call to your office this morning and my email below. As today is the discovery cut-off date, please let us know by close of business whether your client will be appearing for its duly noticed deposition during the dates I proposed below, or if there is an alternative date on which your client is available.

Additionally, we would like to meet and confer with you regarding the status of Plaintiff's document production, which we continue to believe is incomplete, and in particular does not appear to include all of Plaintiff's communications with Elmas. Please also let me know when you are available to discuss this as well.

Best,

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: David Kwasniewski
Sent: Tuesday, May 4, 2021 11:47 AM
To: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: Turk Eximbank v. Nature's Bakery (District of Nevada, 3:20-cv-00330-LRH-CLB)

Thanks, Gabe. How does the following week, May 17-21, work?

On our end, my settlement conference is going forward on May 6, so that date's not available. I believe May 10-12 should work for us as an alternative, and happy to inquire if there is a day that works for you in that range. A 9 a.m. start time should not be an issue for us.

David Kwasniewski
BRAUNHAGEY & BORDEN LLP
Direct: (415) 963-4460

From: Gabriel T. Bluestone <gtb@bluestonelaw.com>
Sent: Monday, May 3, 2021 2:20 PM
To: David Kwasniewski <kwasniewski@braunhagey.com>
Cc: M. Zachary Bluestone <mzb@bluestonelaw.com>
Subject: RE: Turk Eximbank v. Nature's Bakery (District of Nevada, 3:20-cv-00330-LRH-CLB)

*** EXTERNAL MESSAGE ***

David,

Our client has advised that due to the Ramadan holiday in Turkey, a representative(s) is unavailable for the noticed date (and week).

Best,
Gabe



Gabriel Bluestone

SHAREHOLDER, BLUESTONE, P.C

O: +1 202.655.2250 **M:** +1 202.329.1361 **E:** gtb@bluestonelaw.com
bluestonelaw.com

From: Cameron Baker <baker@braunhagey.com>

Sent: Wednesday, April 28, 2021 11:31 PM

To: Gabriel T. Bluestone <gtb@bluestonelaw.com>; M. Zachary Bluestone <mzb@bluestonelaw.com>; John Boyden <jboyden@etsreno.com>

Cc: David Kwasniewski <Kwasniewski@braunhagey.com>; Justin J. Bustos <JBustos@dickinson-wright.com>

Subject: Turk Eximbank v. Nature's Bakery (District of Nevada, 3:20-cv-00330-LRH-CLB)

Counsel,

Attached, please find deposition-related documents pertaining to the above-captioned matter.

Regards,

Cameron Baker

Litigation Paralegal

BRAUNHAGEY & BORDEN LLP

Direct: (415) 539-3177

San Francisco (Main Office)

351 California Street, 10th Floor

San Francisco, CA 94104

Tel. & Fax: (415) 599-0210

New York

7 Times Square

27th Floor

New York, NY 10036-6524

Tel. & Fax: (646) 829-9403

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